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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

MJ FREEWAY LLC, a Colorado limited
liability company,

Plaintiff,

v.

JOHN DOE,

Defendant.

Case No. 3:18-cv-01828

**COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF**

Plaintiff MJ Freeway LLC ("MJ Freeway") hereby complains and alleges against John Doe ("Defendant") as follows:

NATURE OF THE ACTION

1. This is an action based upon: (1) the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, *et seq.*; (2) the Defend Trade Secrets Act, 18 U.S.C. § 1836, *et seq.*; (2) California's Uniform Trade Secrets Act (Cal. Civ. Code § 3426, *et seq.*); (3) unfair competition (under Cal. Bus. & Prof. Code § 17200, *et seq.*); (4) common law trade secret misappropriation and unfair

1 competition; and (5) violation of California Penal Code § 502(c) against Defendant. MJ Freeway
 2 seeks injunctive relief, damages and other appropriate relief to stop Defendant's unauthorized
 3 access to MJ Freeway's protected computers and MJ Freeway's confidential information and
 4 trade secrets and to stop Defendant's use, disclosure and misappropriation of MJ Freeway's
 5 confidential information and trade secrets.

6 **THE PARTIES**

7 2. Plaintiff MJ Freeway LLC is a Colorado limited liability company, duly organized
 8 and existing under the laws of the State of Colorado, having its headquarters and principal place
 9 of business in Denver, Colorado.

10 3. MJ Freeway is unaware of the true name and capacity of Defendant sued herein as
 11 John Doe, and therefore sues this Defendant by such fictitious name. Defendant has used various
 12 infrastructure to carry out the actions complained of herein, including the email address:
 13 jvauvl@gmail.com. Defendant has, without authorization or exceeding authorization, accessed
 14 MJ Freeway's computers and servers that store confidential and proprietary MJ Freeway material
 15 and trade secrets, and that Defendant has misappropriated said information, material and trade
 16 secrets. MJ Freeway will amend this complaint to allege Defendant's true name and capacity
 17 when ascertained. MJ Freeway is informed and believes and therefore alleges that the fictitiously
 18 named Defendant is responsible in some manner for the occurrences herein alleged, and that MJ
 19 Freeway's injuries as herein alleged were proximately caused by such Defendant.

20 **JURISDICTION AND VENUE**

21 4. This is a Complaint for an injunction, damages and other appropriate relief
 22 resulting from Defendant's unauthorized access of MJ Freeway's computers and servers and
 23 Defendant's misappropriation of MJ Freeway's confidential information and trade secrets. In this
 24 action, MJ Freeway asserts violations of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, *et*
 25 *seq.*; violation of the Defend Trade Secrets Act, 18 U.S.C. § 1836, *et seq.*; violation of
 26 California's Uniform Trade Secrets Act (Cal. Civ. Code § 3426, *et seq.*); unfair competition
 27 pursuant to California Business & Professions Code § 17200, *et seq.*; common law trade secret
 28 misappropriation and unfair competition; and violation of California Penal Code § 502(c); and

1 declaratory relief against Defendant.

2 5. This Court has subject matter jurisdiction pursuant to 18 U.S.C. § 1836(c) and 28
3 U.S.C. § 1331. This action also arises from Defendant's violation of California statutory law and
4 common law. Accordingly, this Court has supplemental jurisdiction over the state law claims
5 pursuant to 28 U.S.C. § 1367.

6 6. Defendant is subject to personal jurisdiction in this Court and venue is proper in
7 this Court pursuant to 28 U.S.C. § 1391(b). A substantial part of the events or omissions giving
8 rise to the claims pled herein occurred in the Northern District of California. Defendant has
9 committed such purposeful acts and/or transactions in the Northern District of California that it
10 reasonably knew and/or expected that it could be haled into a California court as a future
11 consequence of such activity. In particular, Defendant has registered, accessed and used extensive
12 computer and information technology infrastructure located in the Northern District of California,
13 causing the injury alleged herein. Defendant's actions have injured MJ Freeway's economic
14 interests in California. Defendant has the requisite minimum contacts with the Northern District
15 of California such that this venue is a fair and reasonable one.

16 **NATURE OF MJ FREEWAY'S BUSINESS**

17 7. MJ Freeway is the industry-leading software, consulting, and data solution for
18 cannabis businesses, serving clients in every regulated market in the United States, Canada,
19 Europe, and Australia. Founded in 2010 and designed and built specifically for cannabis
20 businesses, MJ Freeway's technology includes an innovative seed to sale supply chain Enterprise
21 Resource Planning (ERP) Platform which leverages sophisticated business intelligence insights.
22 MJ Freeway's pioneering Leaf Data Systems software solution enables governments to track
23 cannabis, prevent diversion, and ensure patient, public, and product safety. MJ Freeway also
24 offers a complete suite of consulting services for new and existing cannabis businesses.

25 **MJ FREEWAY HAS DEVELOPED ITS INTELLECTUAL PROPERTY**

26 8. MJ Freeway has expended tremendous resources to cultivate and develop valuable
27 information and intellectual property. MJ Freeway has spent significant time, effort and money
28 since at least 2010 to develop valuable business trade secrets including, but not limited to

1 computer code and program designs comprising MJ Freeway's software products, designs for its
 2 current and future products and technologies, research and development techniques and results,
 3 product and technology prototypes, product and technology specifications, schematics and similar
 4 descriptions, product components, customer and client information, business information and
 5 other confidential intellectual property. The development, refinement, compilation and
 6 management of such information have enabled MJ Freeway to succeed in a competitive industry.

7 **MJ FREEWAY TAKES REASONABLE EFFORTS TO PROTECT ITS TRADE SECRETS**

8 9. As part of its regular course of business, MJ Freeway hires and engages employees
 9 as well as consultants, business associates and other third parties involved in MJ Freeway's
 10 business ("third-party consultants"). During the course of the relationship with MJ Freeway, its
 11 employees and third-party consultants may be privy to, learn of, and may obtain access to MJ
 12 Freeway's confidential and trade secret information that is not available to the public.

13 10. Because of the highly competitive nature of the software industry in which MJ
 14 Freeway operates and given MJ Freeway's need to maintain its competitive position through the
 15 protection of its goodwill, trade secrets and confidential material, MJ Freeway takes steps to
 16 safeguard its confidential and proprietary information and trade secrets.

17 11. MJ Freeway limits access to sensitive confidential information and trade secrets,
 18 including but not limited to passwords on its computers, user authentication, security features and
 19 tools deployed in its servers, code repositories, databases and networks, limits on access to
 20 confidential information and trade secrets, including code, to those individuals with a need to
 21 access such material based upon their roles, secured access to its facilities and other security
 22 measures that limit and control access to its confidential intellectual property and trade secrets.
 23 MJ Freeway takes security measures, including locking its doors and activating an alarm system
 24 after business hours and having security guards. During business hours, members of the public
 25 are not allowed in the facility unless they have an appointment or are otherwise escorted by an MJ
 26 Freeway employee. Sensitive documents are kept in separate secured locations. MJ Freeway's
 27 computers, servers, databases, code repositories and networks may only be accessed by MJ
 28 Freeway employees with proper user ID and passwords.

12. MJ Freeway does not freely share its confidential material or trade secrets with any entity or person outside of MJ Freeway. MJ Freeway requires all of its employees and third-party consultants to sign agreements that include confidentiality, non-disclosure and non-use provisions that acknowledge its employees and third-party consultants will receive confidential and proprietary material and information during their employment belonging to MJ Freeway. MJ Freeway's confidentiality provisions define its proprietary and confidential material broadly and prohibit, *inter alia*, its employees and third-party consultants from disclosing MJ Freeway's confidential and proprietary material to anyone outside of MJ Freeway without its consent or otherwise misappropriating MJ Freeway's confidential and proprietary material. These agreements signed by MJ Freeway's employees and third-party consultants establish a contractual duty to MJ Freeway not to, among other things, disclose, use or retain MJ Freeway's confidential or proprietary information without MJ Freeway's authorization.

13. MJ Freeway is informed and believes and thereupon alleges that Defendant may have directly or indirectly solicited the assistance of one or more of its former or current employees or third-party consultants, or may be one or more of its former or current employees or third-party consultants. MJ Freeway is informed and believes and therefore alleges that Defendant may have entered into an agreement with MJ Freeway that contained confidentiality, non-disclosure and non-use provisions, or may otherwise be bound by the provisions of such an agreement.

DEFENDANT'S UNLAWFUL CONDUCT

14. Defendant gained access to MJ Freeway's computers that store its intellectual property, trade secrets, and other confidential and propriety material and intended to disclose this material to MJ Freeway's competitors and to the public. Defendant intentionally accessed MJ Freeway's computers, copied confidential MJ Freeway material, including source code for its products and systems and confidential customer and client data, and transmitted said material to MJ Freeway's competitors and to the public. By doing so, Defendant's unlawful conduct has resulted in the unauthorized access, use, disclosure and dissemination of MJ Freeway confidential and propriety material and information to, *inter alia*, competitors and to the public. Upon

information and belief, Defendant induced and caused parties to violate the confidentiality provisions of MJ Freeway's confidentiality, non-disclosure and non-use agreements, or directly violated such agreements, exceeded any authorization to access MJ Freeway's computers or accessed such computers without authorization.

**DEFENDANT ACCESSED MJ FREEWAY'S COMPUTERS WITHOUT
AUTHORIZATION OR EXCEEDING AUTHORIZATION TO OBTAIN
CONFIDENTIAL AND PROPRIETARY INFORMATION**

15. MJ Freeway stores its confidential and proprietary material on secured computers and servers. MJ Freeway's computers and servers are accessible only by secure means and with authorization, via the Internet and local networks. Beginning at least as early as late 2016, and at several points thereafter, Defendant intentionally accessed MJ Freeway's computers and servers that store MJ Freeway's confidential and proprietary material without authorization or exceeding Defendant's authorization. Defendant carried out the unauthorized intrusion and access to MJ Freeway's computers and servers, and created technical infrastructure to do so, using a variety of third-party technical infrastructure, including electronic mail addresses, IP addresses, internet domains, dedicated and cloud hosting facilities, social media accounts and similar technical infrastructure. Thereafter, Defendant obtained, copied and ultimately disclosed to MJ Freeway's competitors and to the public the foregoing confidential intellectual property, including confidential computer code comprising MJ Freeway's software products, designs for its current and future products and technologies, customer and client information, business information and other confidential intellectual property. Such disclosure includes, but is not limited to posting this information in internet forums and transmitting it through electronic communications means to third parties. Upon information and belief, MJ Freeway alleges that Defendant intended each of these acts.

16. MJ Freeway did not authorize Defendant to access its computers and servers to obtain this confidential and proprietary MJ Freeway information and trade secrets or to disclose this information to MJ Freeway's competitors, to the public or to any other third party. To the contrary, such information is only accessible to those employees and/or third-party consultants that entered into an employment and/or consultant agreement that contained confidentiality, non-

disclosure and non-use provisions. If the Defendant who accessed and disclosed such information was subject to such an agreement, they would be subject to a duty to maintain the secrecy of MJ Freeway's confidential and proprietary material and could not copy, retain or disclose MJ Freeway's confidential material without MJ Freeway's consent. Nor could Defendant use MJ Freeway's confidential, proprietary and trade secret material for its own benefit or to MJ Freeway's detriment, without MJ Freeway's consent.

17. Defendant's unauthorized access to MJ Freeway's computers and servers and Defendant's disclosure of MJ Freeway's confidential and proprietary information to its competitors and to the public has caused irreparable harm to MJ Freeway. Defendant's conduct has caused MJ Freeway to suffer damages, including impairment of its systems and provision of highly sensitive information to competitors and to the public. Defendant's conduct has caused MJ Freeway to incur losses including but not limited to costs associated with: investigating Defendant's unauthorized access and disclosure, conducting a damages assessment, taking mitigation measures and implementing additional security and safety measures to prevent further unauthorized access or disclosure.

18. Upon information and belief, Defendant has profited from his/her unauthorized access to MJ Freeway's computers and his/her disclosure and use of MJ Freeway's confidential and trade secret information by, *inter alia*, disclosing MJ Freeway's trade secrets to competitors and other unknown third parties for his/her own benefit and using MJ Freeway's intellectual property to unfairly compete with MJ Freeway.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

(Violation of the Computer Fraud and Abuse Act, 18 U.S.C. §§ 1030(a)(2)(C), (4) and (5))

19. MJ Freeway realleges and incorporates by reference each and every allegation set forth in paragraphs 1 through 18 above.

20. MJ Freeway's computers and servers that store its confidential, proprietary and trade secret material and information are "protected computer(s)" within the scope of 18 U.S.C. § 1030(e)(2)(B) in that they are used in interstate commerce or communication—specifically the

1 Internet.

2 21. Beginning on or before late 2016, and at points thereafter, Defendant knowingly
3 and intentionally, accessed MJ Freeway's protected computers and servers in order to access,
4 obtain and disclose to MJ Freeway's competitors confidential, proprietary and trade secret
5 material and information. Defendant's access to MJ Freeway's computers was without
6 authorization and exceeded any authorization from MJ Freeway as Defendant accessed those
7 computers and servers in order to access, obtain and disclose confidential, proprietary and trade
8 secret material to third parties outside of MJ Freeway without MJ Freeway's prior consent, thus
9 furthering the intended fraud. Defendant's access to MJ Freeway's computers also exceeded any
10 authorization from MJ Freeway as Defendant accessed those computers and servers to obtain
11 confidential, proprietary and trade secret information for his/her own use and benefit and to MJ
12 Freeway's detriment, without MJ Freeway's consent. Such activities are also in direct
13 contravention of the confidentiality provisions in employment and/or consultant agreements to
14 which such materials were subject. To carry out this unauthorized access, Defendant knowingly
15 caused the transmission of a program, information, code and command, and the theft of
16 credentials, and as a result of such conduct, intentionally caused damage. Defendant's
17 unauthorized access has caused damages and loss in excess of \$5000 in a one-year period, within
18 the scope of 18 U.S.C. § 1030(a)(5).

19 22. Defendant knowingly and with intent to defraud, without authorization and in
20 excess of authorization, accessed MJ Freeway's protected computers and servers and by means of
21 such conduct, furthered the intended fraud and obtained without payment services valued in
22 excess of \$5000 in a one-year period, within the scope of 18 U.S.C. § 1030(a)(4).

23 23. Defendant has intentionally accessed MJ Freeway's protected computers and
24 servers without authorization and in excess of authorization, and thereby obtained information
25 from MJ Freeway's computers and servers by means of interstate or foreign communications,
26 within the scope of 18 U.S.C. § 1030(a)(2)(C).

27 24. The Defendant's unauthorized access of MJ Freeway's protected computers have
28 caused damages and losses in excess of \$5000 in a one-year period, in that their conduct has

1 impaired the integrity of MJ Freeway's computers and servers and has caused MJ Freeway to
 2 incur costs to investigate Defendant's unauthorized access and disclosure, conduct a damages
 3 assessment, to take mitigation measures and to implement additional security and safety measures
 4 to prevent further unauthorized access or disclosure.

5 25. Under 18 U.S.C. § 1030(g), MJ Freeway is entitled to compensatory damages and
 6 injunction or other equitable relief.

7 **SECOND CLAIM FOR RELIEF**
 8 **(Trade Secret Misappropriation, Defend Trade Secrets Act, 18 U.S.C. § 1836 *et seq.*)**

9 26. MJ Freeway realleges and incorporates by reference each and every allegation set
 10 forth in paragraphs 1 through 25 above.

11 27. MJ Freeway owns and possesses certain confidential and trade secret information,
 12 including confidential computer code comprising MJ Freeway's software products, designs for its
 13 current and future products and technologies, customer and client information, business
 14 information and other confidential intellectual property.

15 28. MJ Freeway's confidential and trade secret information relates to products and
 16 services used, sold, shipped and ordered in, or intended to be used, sold, shipped and/or ordered
 17 in, interstate or foreign commerce.

18 29. MJ Freeway has taken reasonable steps to protect the secrecy of its confidential
 19 and trade secret information, including the secrecy of the information that Defendant has
 20 misappropriated.

21 30. Defendant has misappropriated MJ Freeway's confidential and trade secret
 22 information in the improper and unlawful manner as alleged herein.

23 31. Defendant has continued in its attempts to misappropriate MJ Freeway's
 24 confidential and trade secret information and, if Defendant is not enjoined, Defendant will
 25 continue to misappropriate, disclose, and use for their benefit and to MJ Freeway's detriment the
 26 confidential and trade secret information.

27 32. Because MJ Freeway's remedy at law is inadequate, MJ Freeway seeks—in
 28 addition to damages—injunctive relief to protect its confidential and trade secret information as

1 well as MJ Freeway's legitimate business interest. MJ Freeway will continue to suffer irreparable
2 harm absent injunctive relief.

3 33. MJ Freeway has a substantial likelihood of success on the merits because of
4 Defendant's blatant, willful, and malicious misappropriation of trade secrets through the unlawful
5 methods alleged herein.

6 34. Defendant's misappropriation of MJ Freeway's confidential information and trade
7 secrets has caused and will continue to cause MJ Freeway substantial injury, including, but not
8 limited to actual damages, lost profits, harm to its reputation, and the diminution in value of its
9 trade secrets. Defendant has been unjustly enriched by Defendant's misappropriation MJ
10 Freeway's confidential information and trade secrets.

11 35. Defendant's misappropriation of MJ Freeway's confidential information and trade
12 secrets was intentional, knowing, willful, malicious, fraudulent, and oppressive. MJ Freeway is
13 entitled to an award of exemplary damages and reasonable attorneys' fees.

14 **THIRD CLAIM FOR RELIEF**
15 **(Trade Secret Misappropriation, Cal. Civ. Code §§ 3426 *et seq.*)**

16 36. MJ Freeway realleges and incorporates by reference each and every allegation set
17 forth in paragraphs 1 through 35 above.

18 37. MJ Freeway owns and possesses certain confidential and trade secret information
19 as alleged above. These are trade secrets within the meaning of California Civil Code Sections
20 3426 through 3426.11.

21 38. MJ Freeway has taken reasonable steps to protect the secrecy of its confidential
22 and trade secret information, including the secrecy of the information that Defendant has
23 misappropriated.

24 39. Defendant has misappropriated MJ Freeway's confidential and trade secret
25 information in the improper and unlawful manner as alleged herein.

26 40. Defendant has continued in its attempts to misappropriate MJ Freeway's
27 confidential and trade secret information and, if Defendant is not enjoined, Defendant will
28 continue to misappropriate, disclose, and use for their benefit and to MJ Freeway's detriment the

1 confidential and trade secret information.

2 41. Because MJ Freeway's remedy at law is inadequate, MJ Freeway seeks—in
3 addition to damages—injunctive relief to protect its confidential and trade secret information as
4 well as MJ Freeway's legitimate business interest. MJ Freeway will continue to suffer irreparable
5 harm absent injunctive relief.

6 42. MJ Freeway has a substantial likelihood of success on the merits because of
7 Defendant's blatant, willful, and malicious misappropriation of trade secrets through the unlawful
8 methods alleged herein.

9 43. Defendant's misappropriation of MJ Freeway's confidential information and trade
10 secrets has caused and will continue to cause MJ Freeway substantial injury, including, but not
11 limited to actual damages, lost profits, harm to its reputation, and the diminution in value of its
12 trade secrets. Defendant has been unjustly enriched by Defendant's misappropriation MJ
13 Freeway's confidential information and trade secrets.

14 44. Defendant's misappropriation of MJ Freeway's confidential and trade secret
15 information was intentional, knowing, willful, malicious, fraudulent, and oppressive, all within
16 the meaning of California Civil Code, Section 3294. Defendant misappropriated MJ Freeway's
17 confidential and trade secret information intentionally and knowingly and with a deliberate intent
18 to benefit themselves and to injure MJ Freeway. MJ Freeway is entitled to its damages, in an
19 amount to be determined at trial, as well as injunctive relief, and an award of punitive damages
20 and/or treble damages and attorney's fees pursuant to California Civil Code, Sections 3426.3(c)
21 and 3426.4.

22 **FOURTH CLAIM FOR RELIEF**
23 **(Unfair Competition, Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

24 45. MJ Freeway realleges and incorporates by reference each and every allegation set
25 forth in paragraphs 1 through 44 above.

26 46. By obtaining MJ Freeway's confidential and proprietary material without its
27 authorization or consent and disclosing the material and information to MJ Freeway's competitors
28 and to the public, Defendant has competed unfairly. Through his/her actions, Defendant has both

1 compromised the confidentiality of MJ Freeway's trade secrets and other intellectual property,
 2 undermined MJ Freeway's business and its reputation in the marketplace, compromised its ability
 3 to compete and caused MJ Freeway to incur costs and damage. Among other things, Defendant
 4 has given MJ Freeway's competitors an unfair advantage in the marketplace by providing them
 5 proprietary information on current and future MJ Freeway products they would otherwise not
 6 have obtained. Defendant, moreover, has simultaneously compromised MJ Freeway's
 7 opportunity to benefit from its ingenuity and efforts as embodied in its intellectual property, trade
 8 secrets and other proprietary material.

9 47. These acts and practices, as described herein, constitute unfair competition in
 10 violation of California Business and Professions Code Sections 17200 *et seq.*, as follows:

- 11 a. Defendant's violations of Civil Code Sections 3426 *et seq.*, as alleged
 12 herein, constitute unlawful business acts or practices, within the meaning
 13 of Business and Professions Code Sections 17200 *et seq.*; and
- 14 b. Defendant's acts in violation of law and in direct or indirect violation of an
 15 employment and/or consultant agreement and the implied covenant of good
 16 faith and fair dealing inherent therein, as alleged herein, are part of a
 17 concerted effort by Defendant to significantly threaten competition in the
 18 relevant market and constitute unfair business acts or practices within the
 19 meaning of Business and Professions Code Sections 17200 *et seq.*

20 48. As a direct and proximate result of Defendant's unfair competition in violation of
 21 Business and Professions Code Sections 17200 *et seq.*, MJ Freeway is informed and believes, and
 22 thereon alleges, that Defendant has been unjustly enriched in an amount not yet ascertained.

23 49. As a direct and proximate result of Defendant's unfair competition in violation of
 24 Business and Professions Code Sections 17200 *et seq.*, MJ Freeway has suffered and will
 25 continue to suffer great and irreparable harm. Upon information and belief, Defendant threatens
 26 to commit further violations of Business and Professions Code Sections 17200 *et seq.* and, unless
 27 restrained and enjoined, will do so, all to MJ Freeway's irreparable damage. MJ Freeway's
 28 remedy at law is not by itself adequate to compensate MJ Freeway for the harm inflicted and

1 threatened by Defendant. MJ Freeway, thus, seeks preliminary and permanent injunctive relief
 2 pursuant to, *inter alia*, Business and Professions Code Section 17203.

3 **FIFTH CAUSE OF ACTION**
 4 **(Common Law Misappropriation and Unfair Competition)**

5 50. MJ Freeway realleges and incorporates by reference each and every allegation set
 6 forth in paragraphs 1 through 49 above.

7 51. MJ Freeway has expended considerable time and money developing the
 8 confidential and proprietary material that Defendant obtained.

9 52. Defendant has taken MJ Freeway's confidential and proprietary material without
 10 authorization and has disclosed and/or used the MJ Freeway confidential and proprietary material
 11 and information without authorization or permission from MJ Freeway.

12 53. As a consequence of Defendant's unauthorized disclosure and use of MJ
 13 Freeway's confidential and proprietary material, MJ Freeway has been harmed. MJ Freeway is
 14 informed and believes, and on that basis alleges, that Defendant's conduct constitutes common
 15 law misappropriation and unfair competition and were carried out willfully, fraudulently,
 16 maliciously and with the wanton disregard of MJ Freeway's rights, thereby entitling MJ Freeway
 17 to compensatory and punitive damages to be proven at trial.

18 **SIXTH CAUSE OF ACTION**
 19 **(Violations of California Penal Code Section 502(c))**

20 54. MJ Freeway realleges and incorporates by reference each and every allegation set
 21 forth in paragraphs 1 through 53 above.

22 55. Defendant has, without authorization or permission, knowingly accessed, used,
 23 and copied MJ Freeway's confidential and proprietary material and information. In addition,
 24 Defendant has disclosed MJ Freeway's confidential and proprietary material information to its
 25 competitors and to the public, expressly or implicitly instructing them to access, use and copy this
 26 material and information.

27 56. Defendant's unauthorized use and participation in the access of MJ Freeway's
 28 confidential and proprietary material and information has caused MJ Freeway damage and has
 caused loss to MJ Freeway.

57. Defendant's actions constitute violations of California Penal Code section 502(c).

PRAYER FOR RELIEF

WHEREFORE, plaintiff MJ Freeway prays for judgment against Defendant, inclusive as follows:

1. For compensatory, consequential and incidental damages according to proof;
2. For recovery of the unjust enrichment obtained by Defendant as a result of its wrongful conduct;
3. For exemplary damages as provided in 18 U.S.C. § 1836(b)(3)(C), Cal. Civil Code § 3426.3(c) and the common law;
4. For preliminary and permanent injunctive relief;
5. For an award of prejudgment interest and costs of suit to the extent permitted by law;
6. For an award of its reasonable attorneys' fees; and
7. For such other and further relief as the Court deems just and proper.

Dated: March 23, 2018

CROWELL & MORING LLP

/s./ Gabriel M. Ramsey
Gabriel M. Ramsey
Christopher Cadena
Attorneys for Defendant MJ FREEWAY LLC